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Attorneys for Plaintiffs and Counter-Defendants
ICE Consulting, Inc.; Uzair Sattar;
and Derick Needham

[Additional Counsel listed on Signature Page]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ICE CONSULTING, INC., UZAIR
SATTAR, and DERICK NEEDHAM

Plaintiffs and Counter-
Defendants,

vs.

GAVIN JENSEN,

Defendant and Counter-
Claimant.

Case No: 3:16-cv-04349-EMC

**JOINT STIPULATION OF
DISMISSAL OF ACTION WITH
PREJUDICE AND COURT TO
RETAIN JURISDICTION TO
ENFORCE SETTLEMENT;
[PROPOSED] ORDER**

Trial: Not Set

1 Plaintiffs and Counter-Defendants ICE Consulting, Inc. (“ICE”); Uzair
 2 Sattar (“Sattar”); and Derick Needham (collectively, “Plaintiffs”); and Defendant
 3 and Counter-Claimant Gavin Jensen (“Defendant”) (Plaintiffs and Defendant shall
 4 be referred to individually as “Party” and collectively as “Parties”), by and
 5 through their respective attorneys, file this stipulation pursuant to Rule 41(a)(2)
 6 and (c) of the Federal Rules of Civil Procedure, and agree that: (a) all claims or
 7 causes of action that were asserted by Plaintiffs against Defendant in the First
 8 Amended Complaint (Dkt. No. 33) in the above-entitled action (“Action”) are to
 9 be dismissed with prejudice; (b) all claims or causes of action which were asserted
 10 by Defendant against Plaintiffs in the Counterclaim(s) (Dkt. No. 62) in the Action
 11 are to be dismissed with prejudice; (c) each Party is to bear its own attorneys’ fees
 12 and costs (except to the extent agreed to in writing otherwise); (d) each Party
 13 waives its right to appeal from the Court’s Order entered pursuant to this
 14 Stipulation; and (e) this Court shall retain jurisdiction to enforce the terms of the
 15 Confidential Settlement Agreement as set forth in its February 6, 2017 Order (Dkt.
 16 No. 107) retaining jurisdiction to enforce the terms of the Confidential Settlement
 17 Agreement entered into by the Parties.

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 20 Date: February 7, 2017

NOSSAMAN LLP
 VERONICA M. GRAY
 ANDREW C. CRANE

21
 22 By: /s/ Andrew C. Crane

23 Andrew C. Crane

24 Attorneys for Plaintiffs and Counter-
 25 Defendants
 26 ICE Consulting, Inc.; Uzair Sattar;
 27 and Derick Needham
 28

1 Date: February 7, 2017

DHILLON LAW GROUP INC

2 By: /s/ Nitoj P. Singh

3 Nitoj P. Singh

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5 Claimant
6 Gavin Jensen

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18 claimant Gavin Jensen
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[PROPOSED] ORDER

Pursuant to the Parties Joint Stipulation of Dismissal of All Claims with Prejudice,
and Good Cause Appearing,

IT IS SO ORDERED that:

1. All claims or causes of action that were asserted by Plaintiffs against Defendant in the First Amended Complaint (Dkt. No. 33) in the above-entitled action (“Action”) are hereby dismissed with prejudice;

2. All claims or causes of action which were asserted by Defendant against Plaintiffs in the Counterclaim(s) (Dkt. No. 62) in the Action are hereby dismissed with prejudice;

3. Each Party shall bear its own attorneys’ fees and costs (except to the extent agreed to in writing otherwise);

4. Each Party waives its right to appeal from this Order;

5. This Court shall retain jurisdiction to enforce the terms of the Confidential Settlement Agreement as set forth in its February 6, 2017 Order (Dkt. No. 107) retaining jurisdiction to enforce the terms of the Confidential Settlement Agreement entered into by the Parties. The Clerk of the Court is directed to close this case.

Dated: 2/9/2017

